International Seabed Authority ISBA/8/A/5/Add.1

Assembly

Distr.: General
6 August 2002

Original: English

Eighth session
Kingston, Jamaica
5-16 August 2002

Report of the Secretary-General of the International Seabed Authority under article 166, paragraph 4, of the United Nations Convention on the Law of the Sea

Addendum

1. Since the report of the Secretary-General was compiled in June 2002, the following developments have occurred in connection with the proposed supplementary agreement between the Authority and the Government of Jamaica relating to the use of the headquarters of the Authority (ISBA/8/A/5, sect. VI).

2. On 11 June 2002, a letter dated 4 June 2002 was received from the Minister for Foreign Affairs and Foreign Trade of the Government of Jamaica (responding to a letter from the Secretary-General dated 6 February 2002) in response to some of the key issues raised by the Authority and referred to in the report of the Secretary-General, including the question of the actual percentage occupation of the headquarters building by the Authority.

3. On 5 July 2002, a meeting took place between the Secretary-General and representatives of the Government of Jamaica. Prior to the meeting, the Authority had been provided with a statement of audited accounts relating to the maintenance costs of Block 11 (the building within which the premises of the Authority are located). The outcomes of the meeting of 5 July 2002 were as follows:

(a) It was agreed that the area currently occupied exclusively by the Authority within Block 11 on the first and second floors of the building amounted to 31.5 per cent of the total lettable area of the building;[1]

(b) The Authority took note of the audited accounts produced by the Government of Jamaica but requested clarification of the items contained in those accounts;

(c) The Government of Jamaica took note of the comments made by the Authority in relation to the draft supplementary agreement and stated that it would provide detailed comments at a later date;

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(d) The Government of Jamaica proposed a budget for maintenance costs attributable to the Authority for the period from April 2002 to March 2003 in the amount of US$ 14,803.68 per month;

(e) It was agreed to convene a further meeting at a working level in order to discuss the proposed maintenance budget in greater detail;

(f) Both the Authority and the Government of Jamaica reiterated their positions with regard to the contribution of the Authority towards the costs of maintenance of the premises occupied by the Authority in Jamaica, as reflected in document ISBA/8/A/5;

(g) It was further noted that the Government of Jamaica had carried out substantial restoration and renovation work to Block 11; the Authority noted, however, that it would need to evaluate the work that had been done against the assessment of the condition of the building that had been prepared in 1998.

4. On 11 July 2002, a further meeting, at the working level, took place between representatives of the Secretariat and representatives of the National Land Agency. At the meeting, the Secretariat requested clarification of the various components of the maintenance budget proposed by the Government of Jamaica, particularly those relating to service contracts, major repairs and utility costs. While the detailed information requested at the meeting has not, so far, been forthcoming, the Secretariat informed the Government of Jamaica of its position on the following items contained in the budget proposed by the Government of Jamaica:

(a) The Authority should not be required to contribute towards the costs of insuring the building as this is a basic responsibility of the Government of Jamaica as the owner of the building. The Authority has no insurable interest in the building. Under the Headquarters Agreement (article 44), the responsibility of the Authority is to provide adequate liability insurance;

(b) Depreciation is not a maintenance cost;

(c) The costs of major renovations and repairs to the building are not maintenance costs and should not be charged to the Authority;

(d) The Authority is responsible for the provision of security within the premises actually occupied by the Authority; the provision of external security is a responsibility of the Government of Jamaica pursuant to articles 6 and 7 of the Headquarters Agreement and should not form part of the maintenance costs.

5. As regards the text of the supplementary agreement itself, further progress has been made through exchange of letters with the Government of Jamaica. As at 5 August 2002, agreement had been reached on all issues associated with the supplementary agreement except for the following:

(a) The maintenance costs (although it may be noted that the Government of Jamaica is no longer insisting that the Authority contribute towards insurance, and major repairs and renovations);

(b) The actual extent of the premises occupied on the first floor;

(c) The costs of using the Jamaica Conference Centre;

(d) The issue of a termination clause.

Notes

[1] From 1996 to September 1999, the area occupied by the Authority was only 10 per cent of the available space.